



1. The Freehold and Leasehold Owners hereby permits the Licensees until such time as this Licence is determined as hereinafter provided to pass over the Property with or without vehicles in connection with the development (as defined in the Town and Country Planning Act 1990) of the property edged blue on the Plan.

2. This Agreement shall commence to operate on the ... day of ..... 2023 and shall continue to operate (unless terminated earlier by consent) until: -

- (a) terminated by one month's notice in writing given by the Licensees to the Freehold and Leasehold Owners.
- (b) TBC (probability 5 months from start of agreement)
- (c) the Licensees selling or otherwise disposing of the Property edged blue on the Plan.

Whichever shall first happen.

3. The Licensees hereby jointly and severally covenant with the Owners as follows: -

- (a) at all times to keep the Property free from all rubbish and litter including builders materials and waste.
- (b) Not to park any motor vehicles on the Property overnight.

- (c) Not to store materials of any kind on the Property.
- (d) not to cause or allow any act deed matter or thing in or about the Property which will be detrimental thereto or in any way jeopardise the use of the Owners adjoining property or the adjoining property belonging to any third party.
- (e) on the date hereof to pay for 5 parking permits
- (f) not to assign sub-licence or transfer the benefit of this Licence to or part with the possession of the Property or any part thereof to any other person or body.
- (g) to make good all damage caused to the Freeholder and Leaseholder Owners property to the reasonable satisfaction of the Freeholder and Leaseholder Owners. Photographs should be taken of the land prior to any commencement of works and should be held by both parties.
- (h) The Licensee will erect a prominent sign with the following wording: -  
“a temporary licence to use this land for the construction of this dwelling has been granted by Millbrook Parish Council. No parking other than by contractors working on the construction is permitted at any time”.
- (i) The Licensee's will erect a plastic orange safety fence on around the area hatched red on the Plan.

- (j) The Licensee's will be responsible for any damage to pipe work public services and surface caused by the construction of the dwelling on the Property.

4. The Owner and the Licensees hereby agree and declare as follows :-

- (a) that legal possession and control of the Property shall at all times remain vested in the Freehold and Leasehold Owners and the Licensees shall not hereby acquire any interest or estate therein.
- (b) that this Licence shall not in any way confer or impose upon either the Freehold and Leasehold Owners or the Licensees any of the rights or obligations of a landlord or tenant or any other rights or obligations save those expressed or implied by law in this Licence as it is the intention of both parties not to create the relationship of landlord and tenant.
- (c) the Licensees have paid the Owner the Deposit which the Leasehold Owner agrees to return to the Licensee on termination of this Agreement less any retention for any breach of the Licensees' covenants.

IN WITNESS whereof the parties hereto have signed this instrument the day and year first before written as their deed and in the presence of the persons mentioned below

EXECUTED as a deed for and on behalf of  
CORNWALL COUNCIL  
Acting by: -

(Who is to sign)

EXECUTED as a deed for and on behalf of  
MILLBROOK PARISH COUNCIL  
Acting by: -

Clerk to the Council

SIGNED as a deed by the said

[Redacted signature]

SIGNED as a deed by the said

[Redacted signature]

DATED \_\_\_\_\_ 2023

**L I C E N C E  
A G R E E M E N T**

**CORNWALL COUNCIL**

**MILLBROOK PARISH COUNCIL**

- and -

**D J ARSCOTT & L R ARSCOTT**

- relating to -

Land at  
West Street Car Park  
Millbrook  
Torpoint  
Cornwall